

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

GROENVELD TRANSPORT)	
EFFICIENCY, INC., et. al.)	
)	CASE NO. 07-1298
Plaintiffs,)	
)	JUDGE DONALD C. NUGENT
v.)	
)	ANSWER
JAN EISSES,)	<i>(Jury Demand Endorsed Hereon)</i>
)	
Defendant.)	
)	

ANSWER OF DEFENDANT JAN EISSES

Defendant Jan Eisses ("Mr. Eisses") responds as follows to each numbered paragraph of the Complaint filed in the above-captioned case.

PARTIES

1. Responding to paragraph 1 of the Complaint, Mr. Eisses is without knowledge sufficient to form a belief as to their truth and on that basis denies the allegations.

2. Responding to paragraph 2 of the Complaint, Mr. Eisses is without knowledge sufficient to form a belief as to their truth and on that basis denies the allegations.

3. Responding to paragraph 3 of the Complaint, Mr. Eisses is without knowledge sufficient to form a belief as to their truth and on that basis denies the allegations.

4. Mr. Eisses admits the allegations contained in paragraph 4 of the Complaint.

JURISDICTION AND VENUE

5. Mr. Eisses denies the allegations contained in paragraph 5 of the Complaint.

6. Mr. Eisses denies the allegations contained in paragraph 6 of the Complaint.

7. Mr. Eisses denies the allegations contained in paragraph 7 of the Complaint.

FACTS

8. Mr. Eisses admits the allegations contained in paragraph 8 of the Complaint.

9. Mr. Eisses admits the allegations contained in paragraph 9 of the Complaint.

10. Mr. Eisses admits the allegations contained in paragraph 10 of the Complaint.

11. Mr. Eisses denies the allegations contained in paragraph 11 of the Complaint.

12. Mr. Eisses denies the allegations contained in paragraph 12 of the Complaint.

Defendant's Breaches of Duties Owed to All of the Groeneveld U.S. Companies

13. Mr. Eisses denies the allegations contained in paragraph 13 of the Complaint.

14. Mr. Eisses denies the allegations contained in paragraph 14 of the Complaint.

15. Mr. Eisses denies the allegations contained in paragraph 15 of the Complaint.

16. Mr. Eisses denies the allegations contained in paragraph 16 of the Complaint.

Defendant's Additional Breaches of Duties Owed to Groeneveld Atlantic

17. Mr. Eisses denies the allegations contained in paragraph 17 of the Complaint.

18. Mr. Eisses denies the allegations contained in paragraph 18 of the Complaint.

19. Mr. Eisses denies the allegations contained in paragraph 19 of the Complaint.

Defendant's Breaches of Duties Owed to Groeneveld Transport

20. Mr. Eisses denies the allegations contained in paragraph 20 of the Complaint.

21. Mr. Eisses denies the allegations contained in paragraph 21 of the Complaint.

COUNT ONE

22. Responding to paragraph 22 of the Complaint, Mr. Eisses incorporates his responses to paragraphs 1 through 21.

23. Mr. Eisses denies the allegations contained in paragraph 23 of the Complaint.

24. Mr. Eisses denies the allegations contained in paragraph 24 of the Complaint.

25. Mr. Eisses denies the allegations contained in paragraph 25 of the Complaint.

26. Mr. Eisses denies the allegations contained in paragraph 26 of the Complaint.

COUNT TWO

27. Responding to paragraph 27 of the Complaint, Mr. Eisses incorporates his responses to paragraphs 22 through 26.

28. Mr. Eisses denies the allegations contained in paragraph 28 of the Complaint.

29. Mr. Eisses denies the allegations contained in paragraph 29 of the Complaint.

30. Mr. Eisses denies the allegations contained in paragraph 30 of the Complaint.

31. Mr. Eisses denies the allegations contained in paragraph 31 of the Complaint.

COUNT THREE

32. Responding to paragraph 32 of the Complaint, Mr. Eisses incorporates his responses to paragraphs 27 through 31.

33. Mr. Eisses denies the allegations contained in paragraph 33 of the Complaint.

34. Mr. Eisses denies the allegations contained in paragraph 34 of the Complaint.

35. Mr. Eisses denies the allegations contained in paragraph 35 of the Complaint.

36. Mr. Eisses denies the allegations contained in paragraph 36 of the Complaint.

COUNT FOUR

37. Responding to paragraph 37 of the Complaint, Mr. Eisses incorporates his responses to paragraphs 32 through 36.

38. Mr. Eisses denies the allegations contained in paragraph 38 of the Complaint.

39. Mr. Eisses denies the allegations contained in paragraph 39 of the Complaint.

40. Mr. Eisses denies the allegations contained in paragraph 40 of the Complaint.

41. Mr. Eisses denies the allegations contained in paragraph 41 of the Complaint.

COUNT FIVE

42. Responding to paragraph 42 of the Complaint, Mr. Eisses incorporates his responses to paragraphs 37 through 41.

43. Mr. Eisses denies the allegations contained in paragraph 43 of the Complaint.

44. Mr. Eisses denies the allegations contained in paragraph 44 of the Complaint.

45. Mr. Eisses denies the allegations contained in paragraph 45 of the Complaint.

46. Mr. Eisses denies the allegations contained in paragraph 46 of the Complaint.

COUNT SIX

47. Responding to paragraph 47 of the Complaint, Mr. Eisses incorporates his responses to paragraphs 42 through 46.

48. Mr. Eisses denies the allegations contained in paragraph 48 of the Complaint.

49. Mr. Eisses denies the allegations contained in paragraph 49 of the Complaint.

50. Mr. Eisses denies the allegations contained in paragraph 50 of the Complaint.

51. Mr. Eisses denies the allegations contained in paragraph 51 of the Complaint.

AFFIRMATIVE AND GENERAL DEFENSES

1. The claims asserted in the Complaint fail to state a claim upon which relief can be granted.

2. The claims asserted in the Complaint are barred because this Court does not have personal jurisdiction over Mr. Eisses because he does not have sufficient minimum contacts with the State of Ohio and because Ohio's long-arm statute is not satisfied.

3. This Court is not the proper venue for this dispute.

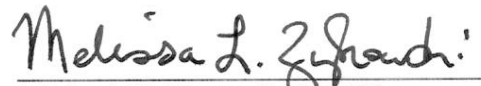
4. The Groeneveld Entities have failed to join all necessary parties, including, but not limited to, CPL Systems Canada, Inc.

5. The claims asserted in the Complaint are barred, in whole or in part, by the business judgment rule.

6. The claims asserted in the Complaint are barred by the international abstention doctrine.

7. Defendant expressly reserves the right to add additional affirmative defenses as such defenses are made known during discovery.

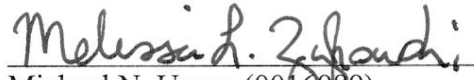
WHEREFORE, for the foregoing reasons, Defendant Jan Eisses respectfully requests that the Complaint be dismissed with prejudice or, alternatively, that the litigation is stayed pending the outcome of the parallel proceedings pending in Canada.



Michael N. Ungar (0016989)
Melissa L. Zujkowski (0078227)
ULMER & BERNE LLP
1660 W. 2nd Street, Suite 1100
Cleveland, Ohio 44113-1448
(216) 583-7000
Fax: (216) 583-7001
mungar@ulmer.com
mzujkowski@ulmer.com
Attorneys for Defendant Jan Eisses

JURY DEMAND

Defendant Jan Eisses hereby demands a trial by jury on all issues so triable.



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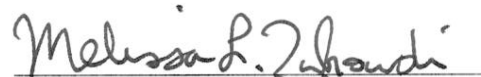
mungar@ulmer.com

mzujkowski@ulmer.com

Attorneys for Defendant Jan Eisses

CERTIFICATE OF SERVICE

I hereby certify that on June 27, 2007, a copy of the foregoing was served upon all counsel of record via this Court's electronic notification system:



One of the Attorneys for Defendant
Jan Eisses

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